

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

THE PEOPLE,

Plaintiff and Respondent,

v.

THE NORTH RIVER
INSURANCE CO. et al.,

Defendants and Appellants.

B278541

(Los Angeles County
Super. Ct. No. SJ4284)

APPEAL from orders of the Superior Court of Los Angeles County, Kerry R. Bensinger and Dorothy C. Kim, Judges.
Affirmed.

Jefferson T. Stamp for Defendants and Appellants The North River Insurance Company and Bad Boys Bail Bonds.

Mary C. Wickham, County Counsel, Ruben Baeza, Jr. and Yuan Chang, Associate County Counsel, for Plaintiff and Respondent.

The North River Insurance Company and its bail agent Bad Boys Bail Bonds (collectively the North River parties) appeal the trial court's order denying their motion to vacate forfeiture of a bail bond and the court's order denying their motion to vacate summary judgment.¹ The North River parties contend the superior court lacked jurisdiction to declare bail forfeited, improperly calculated the statutory appearance period and prematurely entered summary judgment. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

1. Proceedings in the Criminal Matter

On April 9, 2015 the North River parties posted a \$150,000 bond for the release of Milton Terry Lavender, who had been arrested in connection with a home invasion robbery. The bond on its face directed Lavender to appear in court on April 30, 2015 at 8:30 a.m. to answer charges. Lavender did not appear. At 2:40 p.m. on April 30, 2015 the criminal complaint against him was filed. At 3:35 p.m. the court observed Lavender had failed to appear as directed and ordered bail forfeited.

On May 1, 2015 the clerk of the Los Angeles County Superior Court mailed notice of forfeiture to the North River parties, advising them their contractual obligation to pay the bond would become absolute on the 186th day following the date

¹ Both orders are appealable. (See *People v. Financial Casualty & Surety, Inc.* (2017) 10 Cal.App.5th 369, 376 [order denying motion to vacate forfeiture and exonerate bail bond is an appealable order]; *County of Los Angeles v. Fairmont Specialty Group* (2008) 164 Cal.App.4th 1018, 1021 [same]; *County of Los Angeles v. Financial Casualty & Surety, Inc.* (2018) 5 Cal.5th 309, 314 [order denying motion to set aside summary judgment entered against surety appealable order].)

of the mailing of the notice unless forfeiture was set aside and the bond reinstated.

2. The North River Parties' Motion for Extension of the Appearance Period

On November 2, 2015, the last day of the appearance period, the North River parties timely moved to extend the appearance period by an additional 180 days pursuant to Penal Code section 1305.4.² On December 11, 2015³ the court (Judge Kerry Bensinger) granted the North River parties' motion and ordered the appearance period extended to May 2, 2016, 180 days from November 2, 2015, the last day of the appearance period. The North River parties argued that section 1305.4 required the court to measure the extension from the date of the court's order granting their motion, December 11, 2015, which would extend the appearance period to June 9, 2015. The court rejected that argument, concluding the North River parties had incorrectly interpreted section 1305.4.

² Statutory references are to this code.

³ Ordinarily, the extension motion must be heard within 30 days of expiration of the initial appearance period. (§ 1305, subd. (j).) However, in light of the court's congested calendar and the North River parties' inability to obtain an earlier hearing date, the court granted the North River parties' ex parte application to extend the time to hear the motion to December 11, 2015. (See *ibid.* [on a showing of good cause, court may extend 30-day period to hear extension motion].)

3. *The North River Parties' Motion To Vacate Forfeiture or, in the Alternative, Extend the Appearance Period by 38 Days*

On May 2, 2016 the North River parties moved to vacate forfeiture, arguing the inclusion in the criminal complaint of charges not identified in the bond had increased the North River parties' risk in violation of due process. They also reiterated their argument that the court had improperly calculated the 180-day extension of the initial appearance period, entitling them to an additional 38 days before summary judgment could be entered.

In a late-filed reply in support of their motion, the North River parties argued, for the first time, the court lacked jurisdiction to declare a forfeiture on April 30, 2015 because no criminal complaint had been on file at 8:30 a.m. when Lavender was ordered to appear. Because Lavender was not on notice to appear later in the afternoon, his failure to appear at the time his case was called could not result in a forfeiture as a matter of law. The court continued the May 27, 2016 hearing to June 10, 2016 to permit the People to respond to this new argument on the merits.

On June 10, 2016, after holding a hearing, the court denied the North River parties' motion to vacate forfeiture. The court also refused to extend the appearance period by an additional 38 days, concluding it had properly calculated the extension period and, in any event, even under the North River parties' interpretation of section 1305.4, the maximum extension period had already expired on June 9, 2016. The court ordered summary judgment to be entered the next court day, Monday June 13, 2016; directed payment on the bond to be made by July 15, 2016; and set an order to show cause hearing regarding payment for August 19, 2016. The court ordered the People to

give notice and “prepare a[n] order so I can sign it, an order denying the motion.”

On June 13, 2016 the court entered summary judgment on the forfeited bond in accordance with the terms of the bond. On June 14, 2016 the court signed an order, prepared by the People, “Denying Motion To Vacate Forfeiture and Exonerate Bond and Order for Entry of Summary Judgment.” The order stated, “The motion of bail agent and Real Party in Interest . . . to vacate the forfeiture and exonerate bond . . . came regularly for hearing on June 10, 2016. . . . The court hereby DENIES the motion and orders the following: [¶] Summary judgment shall enter on June 13, 2016; [¶] Payment on summary judgment shall be made by July 15, 2016; [¶] Order to Show Cause shall enter on August 19, 2016; [¶] The court further orders that the People shall give notice.”

4. *The North River Parties’ Motion To Set Aside the Summary Judgment*

On August 10, 2016 the North River parties moved to set aside the summary judgment. They argued the court prematurely entered summary judgment on June 13, 2016, before the court had denied their motion to vacate forfeiture on June 14, 2016.

On August 30, 2016 the People filed their opposition papers, arguing summary judgment had not been entered prematurely: The court had denied the motion to vacate forfeiture on June 10, 2016 and entered summary judgment on June 13, 2016.

At the September 16, 2016 hearing on the North River parties’ motion, the People offered an additional argument: They insisted the North River parties had deliberately set the hearing for September 16, 2016, knowing the 90-day statutory period in

which the court could enter summary judgment expired on September 12, 2016 and the court would lack jurisdiction to cure any error by re-entering summary judgment. They implored the court to reject the North River parties' effort to "trifle with the courts" in this manner.

The court (Judge Dorothy Kim) denied the North River parties' motion to set aside the summary judgment. The court assumed, without deciding, that summary judgment had been entered prematurely. Nevertheless, the court explained, the error made the judgment voidable, not void. Because the statutory time for it to cure the error and enter a new summary judgment had already expired, the court ruled the motion to set aside the summary judgment was untimely.

DISCUSSION

1. Governing Law and Standard of Review

Section 1269b, subdivision (a), authorizes a jailer, among others, to approve and accept a bail bond and "set a time and place for the appearance of the arrested person before the appropriate court and give notice thereof." A bail bond is ""a contract between the surety and the government whereby the surety acts as a guarantor of the defendant's appearance in court under the risk of forfeiture of the bond."" (*People v. Financial Casualty & Surety, Inc.* (2016) 2 Cal.5th 35, 42.) When a person for whom a bail bond has been posted fails without sufficient excuse to appear as required, the forfeiture provisions of sections 1305 and 1306 apply. (§ 1269b, subd. (h); *County of Los Angeles v. Financial Casualty & Surety, Inc.* (2018) 5 Cal.5th 309, 312.)

Under section 1305 the court must declare the bail forfeited on the first date the defendant fails to appear as ordered,

provided a criminal complaint has been filed charging the defendant. (§ 1305, subd. (a)(1)-(2); *People v. American Contractors Indemnity Co.* (2004) 33 Cal.4th 653, 657.) If no criminal complaint has been filed, forfeiture may not be declared; and if no complaint is filed within 15 days of the date of the defendant's first ordered appearance at his or her arraignment, the bond is exonerated as a matter of law. (§ 1305, subd. (a)(2); *County of Los Angeles v. Fairmont Specialty Group* (2008) 164 Cal.App.4th 1018, 1025.)

Once forfeiture is declared, the surety that posted the bond has a period of 185 days after the clerk of the court mails a notice of forfeiture (180 days plus five days for mailing to the appropriate parties) (the "appearance period") to move to vacate forfeiture and exonerate the bond. (§ 1305, subd. (c)(1); *People v. American Contractors Indemnity Co.*, *supra*, 33 Cal.4th at p. 657.) Upon a showing of good cause, the court may extend this appearance period by no more than 180 days from the date the trial court orders the extension. (§ 1305.4; *People v. Financial Casualty & Surety, Inc.*, *supra*, 2 Cal.5th at p. 44.) If the forfeiture has not been set aside by the end of the appearance period (inclusive of any extension), the court has 90 days to enter summary judgment against the surety for the amount stated in the bond. (§ 1306, subd. (a).) If summary judgment is not entered within the 90-day statutory period, the court's power to enter summary judgment expires; and the bond is exonerated as a matter of law. (§ 1306, subd. (c); *American Contractors Indemnity*, at p. 658.)

The superior court's order granting or denying a motion to vacate the forfeiture of a bail bond is ordinarily reviewed for an abuse of discretion. (*People v. The North River Ins. Co.* (2018)

31 Cal.App.5th 797, 804.) However, when, as here, the facts are undisputed and the matters raised involve questions of statutory construction, our review is de novo. (*County of Los Angeles v. Financial Casualty & Surety, Inc.*, *supra*, 5 Cal.5th at p. 314; *The North River Ins. Co.*, at p. 659.) We strictly construe the applicable forfeiture statutes in favor of the surety to avoid the “harsh results” of forfeiture. (*People v. International Fidelity Ins. Co.* (2018) 20 Cal.App.5th 345, 354; *The North River Ins. Co.*, at p. 804.)

2. *The Court Did Not Err in Declaring a Forfeiture When Lavender Failed To Appear on April 30, 2015*

The North River parties contend the court erred in declaring the bond forfeited on April 30, 2015 because no complaint was on file at 8:30 a.m., the time Lavender had been ordered to appear. Absent the filing of a criminal complaint, they argue, Lavender’s morning appearance was “excused as a matter of law”; and he was under no legal compulsion to appear in the afternoon.

The North River parties’ argument improperly conflates the court’s jurisdiction to declare a forfeiture with its jurisdiction over a person. Contrary to the North River parties’ contention, Lavender was legally obligated to appear in court on April 30, 2015 at 8:30 a.m., as directed by the jailer, whether or not a complaint was on file. (§ 1269b, subd. (a)(1); see *County of Los Angeles v. Financial Casualty & Surety, Inc.*, *supra*, 5 Cal.5th at p. 316 [the jailer’s authority under section 1269b to set a time and place for the appearance of the arrested person “is not simply to suggest or propose or . . . provide notice of, an appearance date”; it is an appearance “required by law”]; see also § 1269b, subd. (a)(2) [allowing a 15-day window from date of first ordered appearance to file complaint].) To be sure, absent a criminal

complaint, the court lacked the authority to declare a forfeiture. (*County of Los Angeles v. Fairmont Specialty Group, supra*, 164 Cal.App.4th at p. 1025.) But the court did not declare a forfeiture at 8:30 a.m. It waited nearly one hour after the complaint had been filed to find Lavender had not appeared as ordered. Only then did it declare the bond forfeited.

To the extent Lavender suggests that the court was required at 8:30 a.m. to order a continuance to the afternoon to compel Lavender's appearance at that time, the argument is without merit. Courts have inherent authority to manage their calendars and control the order of proceedings before them. (See *People v. Engram* (2010) 50 Cal.4th 1131, 1146 [“courts have an inherent power over control of their calendars, and the disposition of business before them, including the order in which disposition will be made of that business”]; *Rutherford v. Owens-Illinois, Inc.* (1997) 16 Cal.4th 953, 967 [same].) Thus, while Lavender was required under the bond terms to appear in court on April 30, 2015 at 8:30 a.m., the beginning of the court day, that did not guarantee his case would be the first one called. He was required to remain in court until excused. At 3:35 p.m., well after a complaint had been filed, Lavender still had not checked in as directed. The court had jurisdiction to declare a forfeiture and, in fact, was statutorily required to do so. (§ 1305, subd. (a).)

The North River parties' reliance on *People v. Ranger Ins. Co.* (2006) 145 Cal.App.4th 23, 25-26 is misplaced. In *Ranger* the defendant was ordered by the jailer to appear for her arraignment on January 22, 2004. The Redondo Beach Police Department mailed a notice to the defendant telling her not to appear because a criminal complaint had not yet been filed; the notice directed the defendant to appear on February 26, 2004

instead. The Redondo Beach Police Department mailed subsequent continuance notices for the same purpose, finally telling the defendant to appear for her arraignment on March 25, 2004, one week after the criminal complaint was filed on March 18, 2004. The defendant appeared on March 25, 2004 but failed to appear for a subsequent hearing. The court declared bail forfeited on April 29, 2005 and later entered summary judgment.

On appeal the surety contended the court lacked jurisdiction to declare a forfeiture on April 29, 2005 because no criminal complaint had been filed within 15 days of the defendant's first court ordered appearance, as required under section 1305, subdivision (a)(2), and no order continuing the arraignment had been entered. Finding the bond had been exonerated as a matter of law on February 6, 2004, when the 15-day period from the date of the defendant's first ordered appearance had expired and no complaint had been filed, the court held that, by the time the court declared a forfeiture on April 28, 2005 hearing, there was no bond to forfeit. It had already been exonerated. (*People v. Ranger, supra*, 145 Cal.App.4th at p. 30; accord, *People v. American Surety Ins. Co.* (2009) 178 Cal.App.4th 1437, 1439-1440 ["[t]his case is governed by *People v. Ranger*"].)

The North River parties contend that *Ranger* supports their argument that Lavender's appearance in the morning was excused as a matter of law when no criminal complaint was filed and, absent a court order continuing Lavender's arraignment from the morning to the afternoon, his appearance in the afternoon was not compelled. *Ranger* suggests no such thing. In fact, the *Ranger* court specifically acknowledged the defendant

was legally obligated to appear in court on the date noticed by the jailer, whether or not a complaint was then on file. (See *County of Los Angeles v. Financial Casualty & Surety, Inc.*, *supra*, 5 Cal.5th at pp. 318-319 [“the *Ranger* Court of Appeal specifically recognized that the defendant ‘was ordered by the jailor to appear on January 22, and *thus was lawfully required to appear for arraignment on that date*’”].) As discussed, Lavender was required to appear in the morning as ordered and wait for his case to be called.

People v. International Fidelity Ins. Co., *supra*, 20 Cal.App.5th 345 (*International Fidelity*) is also inapposite. After the defendant in *International Fidelity* was found guilty of child molestation charges and remanded into custody, the surety posted a new bail bond for the defendant’s release pending sentencing; and the jailer set the date and time for the defendant’s appearance at his sentencing hearing for 10:00 a.m. on January 24, 2014. On January 21, 2014 the court moved up the time of the sentencing hearing by one hour, to 9:00 a.m., but nothing in the record indicated the defendant received notice of that change. At 9:00 a.m. on January 24, 2014 defendant’s new counsel appeared and advised the court he believed the defendant had disappeared. At 9:18 a.m. the court declared bail forfeited. The surety moved to vacate forfeiture, arguing it was premature because the defendant had not been obligated under the bond terms to appear in court until 10:00 a.m. The superior court denied the motion, concluding the surety’s argument was one of form over substance.

The court of appeal reversed, concluding the superior court had no jurisdiction to declare a forfeiture before the time the defendant was required to appear. (*International Fidelity*, *supra*,

20 Cal.App.5th at p. 374.) While the appellate court acknowledged that waiting until 10:00 a.m. to declare a forfeiture would most certainly have been “the epitome of an idle act,” it explained its duty to strictly construe the forfeiture statutes required reversal of the court’s forfeiture order: “As we have said, the bail forfeiture statutes are jurisdictional, and prejudice, or lack thereof, is not a relevant consideration.” (*Id.* at p. 375.)

Unlike the circumstances presented in *International Fidelity*, this is not a case where forfeiture was declared before the defendant was ordered to appear. To the contrary, Lavender was ordered to appear on April 30, 2015 at 8:30 a.m. He did not appear as ordered; and the court had jurisdiction at 3:35 p.m. to declare a forfeiture. There was no error.

3. *The Court Incorrectly Calculated the 180-day Extension of the Appearance Period; However, the Error Does Not Compel Reversal Because North River Received the Maximum Extension*

Section 1305.4 provides, based on finding of good cause, a court “may order the [appearance period] extended to a time not exceeding 180 days from its order.” In *People v. Financial Casualty & Surety, Inc.*, *supra*, 2 Cal.5th at page 43, decided while the instant case was pending on appeal, the Supreme Court held section 1305.4 required that the extension be calculated “from the date of the trial court’s extension order, not from the end date of the initial appearance period.” Because the superior court calculated its 180-day extension to start at the end date of the initial appearance period and not from the date of its December 11, 2015 extension order, the court erred. (*Financial Casualty & Surety*, at p. 43.)

The North River parties contend the court’s error deprived them of the full benefit of the 180-day extension of the

appearance period. That is, although the court granted their request for the full 180-day extension, the calculation erroneously identified May 2, 2016 as the end of the appearance period rather than June 9, 2016, depriving them of 38 additional days they would have otherwise had to produce Lavender before the appearance period ended. Had the court ruled on their motion to vacate forfeiture on May 2nd, the North River parties may well have a point. However, the court continued the May 2, 2016 hearing on their motion to June 10, 2016. That continuance ensured that the North River parties received the full benefit of the maximum allowable 180-day extension as properly calculated under *Financial Casualty & Surety*. The North River parties were not entitled to any additional days as a matter of law. (*People v. Financial Casualty & Surety, Inc.*, *supra*, 2 Cal.5th at p. 46; *County of Los Angeles v. Allegheny Casualty Co.* (2017) 13 Cal.App.5th 580, 586.)

The North River parties insist they did not receive the full benefit of the 180-day extension even with the continuance to June 10, 2016 because the court's calculation error effectively forced them to divert their investigative resources from searching for Lavender to preparing for the initial May 2, 2016 hearing. Nothing in their investigator's declaration supported that claim. Moreover, the forfeiture statutes prohibit the court from extending the initial appearance period by more than 180 days. Having received, albeit serendipitously, the full benefit of the maximum allowable statutory extension, the North River parties have not demonstrated the court's calculation error, which was not jurisdictional, had any adverse consequence. (See *Sheldon Appel Co. v. Albert & Oliker* (1989) 47 Cal.3d 863, 882 ["[t]his is a classic case of 'no harm, no foul'"].)

4. *The Court Did Not Err in Denying the North River Parties' Motion To Vacate Summary Judgment*

a. *Relevant proceedings*

As reflected in the court's June 10, 2016 minute order, on June 10, 2016 the court denied the North River parties' motion to vacate forfeiture and ordered summary judgment to be entered on June 13, 2016 and the \$150,000 bond paid by July 15, 2016. The court also set a hearing for August 19, 2016 on an order to show cause in the event the bond had not been paid by that date. The court directed the People to give notice and prepare an order for it to sign setting forth the court's pronouncements. On June 13, 2016 the court entered summary judgment. On June 14, 2016 the court signed the People's prepared order.

b. *Summary judgment was not premature*

When a summary judgment is prematurely entered under the bail forfeiture statutes, the judgment is voidable (not void); and the surety may move to have it set aside in the trial court by a timely motion or challenge it by direct appeal. (*People v. American Contractors Indemnity Co.*, *supra*, 33 Cal.4th at p. 658.)

"The most obvious example of such prematurity is where the summary judgment was entered against the surety before the exoneration [appearance] period expired." (*People v. United States Fire Ins. Co.* (2015) 242 Cal.App.4th 991, 1001, citing *American Contractors Indemnity Co.*, at p. 658.) Less obvious, but no less important, is that "a summary judgment may be premature if it was entered while a timely motion for certain relief was pending under the bail forfeiture statutes." (*United States Fire Ins. Co.*, at p. 1001.) "[W]here a surety timely files a motion to vacate forfeiture prior to the expiration of the exoneration period, and the motion is decided after expiration of that period . . . , the court's power to enter summary judgment

begins on the day following denial of the motion and expires 90 days later.” (*United States Fire Ins. Co.*, at p. 1002; accord, *People v. Granite State Insurance Co.* (2003) 114 Cal.App.4th 758, 770 (*Granite State*).)

The North River parties acknowledge summary judgment was entered after the appearance period had expired. However, they insist their motion to vacate forfeiture was still pending when the court entered summary judgment on June 13, 2016. That is, by directing the People to prepare an order reflecting its June 10, 2016 ruling, the court’s denial of their motion to vacate did not become final until the court signed the order on June 14, 2016. (See generally *Herrscher v. Herrscher* (1953) 41 Cal.2d 300, 304 (*Herrscher*) “[i]t is a matter of trial court procedure whether the court chooses to make its final decision by the entry in the minutes of an order without a direction that a written order be prepared, and signed and filed, or elects to enter a direction that a formal order be prepared”; when the court directs an order be prepared, the appeal lies from that order, not from the minute order directing preparation of the formal order]; *In re Marriage of Lechowick* (1998) 65 Cal.App.4th 1406, 1410 [“an unsigned minute order can form the basis of an appeal unless it specifically recites that a formal order is to be prepared”]; see also Cal. Rules of Court, rule 8.104(c)(2) [“The entry date of an appealable order that is entered in the minutes is the date it is entered in the permanent minutes. But if the minute order directs that a written order be prepared, the entry date is the date the signed order is filed”].)⁴

⁴ Rule references are to the California Rules of Court.

The North River parties are correct the June 10, 2016 minute order denying the motion to vacate forfeiture and directing preparation of an order “denying the motion” is not an appealable order. (Rule 8.104(c)(2); *Herrscher, supra*, 41 Cal.2d at p. 304.) But the questions when a court’s order denying a motion to vacate is final for appeal purposes and when the court has denied a motion to vacate forfeiture so that entry of summary judgment is not premature do not present the same issue and invoke far different policy considerations. For instance, prior to 1943, before former rule 2(b)(2) (now rule 8.104(c)(2)) was adopted, “it was practically impossible for the lawyers to know when the time for appeal started to run. This was caused by the delusive simplicity of the language of [former] section 939 of the Code of Civil Procedure which then controlled and which provided that the time to appeal began to run from the ‘entry of said judgment or order.’ Under this section the courts announced the rule that where the minute order was intended to be a mere memorandum from which a proper written order was to be drafted then the time for appeal started to run from the date of the filing of the last order. From a practical standpoint the cases, prior to 1943, held that the determinative factor was what the judge had in mind when he announced his decision. [Citations.] Such a subjective test, depending as it did upon the personal and frequently only partially disclosed intent of the trial judge, proved highly unsatisfactory. It was to rectify this condition that [former] Rule 2(b)(2) was adopted.” (*Pessarar v. Pessarar* (1947) 80 Cal.App.2d 965, 966-967; see *Herrscher*, at p. 304 [rule 2(b)(2) is “clear and leaves no room for interpretation”].)

The entry of summary judgment while a motion to vacate forfeiture is pending presents a very different concern, rooted in

the deprivation to the surety of statutorily afforded rights. For example, the Legislature has expressly authorized the court to hear a timely filed motion to vacate forfeiture within 30 days after the appearance period has expired. (§ 1305, subd. (j).) It follows, therefore, that the Legislature contemplated the motion would be heard and decided before the 90-day jurisdictional period to enter summary judgment commenced. (*Granite State, supra*, 114 Cal.App.4th at p. 770 [to hold otherwise and begin the 90-day period for deciding summary judgment one day after expiration of the appearance period rather than one day after the surety's timely motion is decided could "effectively depriv[e] the surety of its ability to vacate the forfeiture"].) Similarly, entry of summary judgment while a timely motion to extend the appearance period is pending would deprive the surety of the opportunity under the statute to have its extension motion resolved on the merits. (*People v. United States Fire Ins. Co., supra*, 242 Cal.App.4th at p. 1003.)

The question in the instant case is whether the entry of summary judgment on June 13, 2016, one court day after the court denied on its merits the North River parties' motion to vacate forfeiture, was premature and voidable because the formal order the court requested was not presented or signed until June 14, 2016. The answer is no. The policy of permitting complete resolution of the merits of a surety's motion to vacate before entering summary judgment was fully satisfied. No jurisdictional issue was implicated by the court's entry of summary judgment after the denial of the North River parties' motion to vacate forfeiture, and no deprivation to the surety of a hearing and decision on the merits of its motion occurred. The

court did not err in denying the North River parties' motion to vacate summary judgment.⁵

DISPOSITION

The court's orders denying the motion to vacate forfeiture and the motion to set aside summary judgment and exonerate the bond are affirmed. The People are to recover their costs in this appeal.

PERLUSS, P. J.

We concur:

ZELON, J.

FEUER, J.

⁵ The North River parties correctly observe the court erred in ruling the North River parties' motion to vacate summary judgment was untimely. (See *People v. American Contractors Indemnity Co.* (2015) 238 Cal.App.4th 1041, 1047-1048 [motion to set aside summary judgment brought within 60-day period until judgment became final was timely]; cf. *American Contractors Indemnity Co.*, *supra*, 33 Cal.4th at p. 665 [challenge to summary judgment should have been made in motion to vacate or on appeal; collateral attack improper].) Nonetheless, we review the court's ruling denying the motion to vacate summary judgment, not its reasoning. (See *AMN Healthcare, Inc. v. Aya Healthcare Services, Inc.* (2018) 28 Cal.App.5th 923, 934 [appellate court reviews trial court's ruling, not its rationale]; *Young v. Horizon West, Inc.* (2013) 220 Cal.App.4th 1122, 1127 [same].) In light of our holding that summary judgment was not premature, the court's error is harmless.